

## **EXHIBIT 62**

**ALTA COMMITMENT - 1982***Issued by*
**Fidelity National Title**  
 INSURANCE COMPANY OF NEW YORK
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

2 Park Avenue  
New York, New York 10016

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

File No. CT-20107-A  
Transaction: AFRODITE E. PELARDIS

Premises: 461 Bergen Avenue  
Jersey City NJ

**IMPORTANT NOTICE AND DISCLOSURE**

1. By law the Company is required to advise you that the title insurance commitment issued by us may contain condition, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. **REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.**

2. **THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF THE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS.** Because the attorney is not our agent, we assume no responsibility for any information, advice or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter, if you choose to obtain one.

3. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed title insurance commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WS1 037879

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A**

1. **Effective Date:** 3/1/97 **File No.** CT-20107-A

2. **Policy or Policies to be issued:** **Policy Amount**

(a) **ALTA Residential Policy - (Plain Language)** \$65,000.00

**Proposed Insured:**

AFRODITE E. PELARDIS

(b) **ALTA Loan Policy 10/17/92** \$48,750.00

**Proposed Insured:**

National Home Funding, Inc., its successors and/or assigns, as their interest may appear

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from Kenneth Y. Morte and Bernice Morte, husband and wife, dated \* and recorded \* in the Hudson County Clerk/Register's Office in Deed Book (ABOUT TO BE RECORDED).

4. The land referred to in this Commitment is described in Schedule A-4.

**Issued By:**

**COASTAL TITLE AGENCY, INC.**

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE A. NJRB 3-02 (10-26-82)

**WS1 037880**

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A-4**

File No. CT-20107-A

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in City of Jersey City, Hudson County, State of New Jersey:

BEGINNING at a point in the westerly line of Bergen Avenue, distant 32.08 feet, northeasterly from the intersection of the westerly line of Bergen Avenue and the northerly line of Lexington Avenue; thence

- (1) Northwesterly and along a line, having a bearing of North 55 degrees West, for a distance of 89.28 feet to, through and beyond a party wall to a point; thence
- (2) Northwesterly and along a line, having a bearing of North 35 degrees 04 minutes East, for a distance of 14.65 feet to a point; thence
- (3) Southeasterly and along a line having a bearing of South 55 degrees East, for a distance of 92.58 feet to, through and beyond a party wall, to a point in the westerly line of Bergen Avenue; thence
- (4) Southwesterly and along the westerly line of Bergen Avenue, having a bearing of South 47 degrees 44 minutes 28 seconds West, for a distance of 15.02 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) C, Block 1800, Tax Map of the City of Jersey City.

Issued By:  
**COASTAL TITLE AGENCY, INC.**  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE C. NJRB 3-02 (10-26-82)

WS1 037881

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE B - SECTION I**

File No. CT-20107-A

The following requirements must be met:

- A. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded and properly indexed in the land records.
- B. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. Deed made by Cristo Property Management, Ltd. to the proposed insured(s) named in Schedule A, 2(a).
- F. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- G. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- H. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- I. Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- J. New Jersey Superior and U.S. District Court and County judgment searches are clear.
- K. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

WS1 037882

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

L. Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.

M. Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

**ALTA DELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE B - SECTION II**

File No. CT-20107-A

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public records; and encroachments, overlaps or boundary line disputes; and other matters any of which would be disclosed by a survey of the land satisfactory to the Company.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
3. Taxes, assessments and governmental utility liens as follows:
4. Mortgages of Record (See Schedule B, Section 1)
5. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
6. Lien for unpaid taxes for the year 1997.
7. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

8. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

9. Rights of owners adjoining thereon in party wall.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE B, NJRB 3-02 (10-26-82)

WS1 037884



**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

Two Park Avenue / New York, New York 10016 / (212) 481-5858 / Fax: (212) 481-8747

ICS 5744-12620

4/23/97

To: National Home Funding, Inc., its successors and/or assigns, as their interest may appear

**RE: Closing Service Letter**

**Issuing Agent or Attorney whose conduct is covered**

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

**File No. CT-20107-A**

**Transaction: AFRODITE E. PELARDIS**

**Premises: 461 Bergen Avenue  
Jersey City NJ**

Dear Customer:

When title insurance of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the fore-going paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

**CONDITIONS AND EXCLUSIONS**

- A. The Company will not be liable to you for loss arising out of:

CI000001603

Fidelity CSL -- Page 2

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the company Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and material men's liens in connection with a construction loan transaction, except to the extent that protection against such lien is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company or such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this Letter.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
OF NEW YORK**

By: \_\_\_\_\_  
Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

CI000001604

## **EXHIBIT 63**

**ALTA COMMITMENT - 1982***Issued by*
**Fidelity National Title**  
 INSURANCE COMPANY OF NEW YORK
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

2 Park Avenue  
New York, New York 10016

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FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE A

1. Effective Date: 3/17/97 File No. CT-19995(A)

2. Policy or Policies to be issued: Policy Amount

(a) ALTA Residential Policy - (Plain Language) \$175,000.00

Proposed Insured:

JOANNA M. WHITE ✓

(b) ALTA Loan Policy 10/17/92 \$140,000.00 ✓

Proposed Insured:

National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, New Jersey 07728 ✓

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd., by deed from dated and recorded in the Monmouth County Clerk/Register's Office in Deed Book , Page (About to be recorded).

4. The land referred to in this Commitment is described in Schedule A-4.

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE A. NJRB 3-02 (10-26-82)

WS1 008327

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A-4**

File No. CT-19995(A)

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Asbury Park County of Monmouth County, State of New Jersey:

Beginning at the intersection of the northerly line of Bangs Avenue and the Easterly line of Langford Street; thence

1. North 26 degrees 00 minutes East 73.50 feet along the easterly line of Langford Street to a stake set; thence
2. South 64 degrees 00 minutes East 50 feet to a point in the easterly line of the whole tract; thence
3. South 26 degrees 00 minutes West 73.50 feet along the easterly line of the whole lot to a point in the northerly line of Bangs Avenue to the point or place of Beginning

NOTE: Being Lot(s) 1, Block 65, Tax Map of the City of Asbury Park.

Issued By:

**COASTAL TITLE AGENCY, INC.**

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE C, NJRB 3-02 (10-26-82)

**WS1 008328**

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE B - SECTION I

File No. CT-19995(A)

The following requirements must be met:

- A. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded and properly indexed in the land records.
- B. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
- F. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- G. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- H. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- I. Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- J. County judgment search is clear.
- K. New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- L. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There are no open mortgages of record.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

- M. Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- N. Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

WS1 008329

O. Corporate status report and/or corporate franchise tax report for Cristo Property Management, Ltd., shows: Clear.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.



**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE B - SECTION II**

File No. CT-19995(A)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public records; and encroachments, overlaps or boundary line disputes; and other matters any of which would be disclosed by a survey of the land satisfactory to the Company.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
3. Taxes, assessments and governmental utility liens as follows:
4. Mortgages of Record (See Schedule B, Section 1)
5. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
6. Lien for unpaid taxes for the year 1997.
7. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

8. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

Two Park Avenue / New York, New York 10016 / (212) 481-5858 / Fax: (212) 481-8747

ICS 5744-12505

4/24/97

To: National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, NJ 07728

**RE: Closing Service Letter**  
**Issuing Agent or Attorney whose conduct is covered**

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

**File No.** CT-19995(A)  
**Transaction:** Joanna  
Joanna M. White

**Premises:** 933 Bangs Avenue  
Asbury Park NJ

Dear Customer:

When title insurance of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

**CONDITIONS AND EXCLUSIONS**

A. The Company will not be liable to you for loss arising out of:

WSWT 000800

Fidelity C&L -- Page 2

White

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the company Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and material men's liens in connection with a construction loan transaction, except to the extent that protection against such lien is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company or such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this Letter.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
OF NEW YORK**

By: 

Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

WSWT 000799

## **EXHIBIT 64**

APR-15-1997 13:24 5284522742

P.21

COMMONWEALTH L.  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

1. Commitment Date: 12/31/96 File No. CT-19531(A)

2. Policy or Policies to be issued: Policy Amount

(x) ☐ ALTA Residential Title Insurance Policy (6-1-87) \$ 172,000.00  
One to Four Family Residences  
☐ ALTA Owner - (10-17-92) \$  
Rev. (10-17-70 and 10-17-84)

Proposed Insured:

Glen Lacy

(b) ☒ ALTA Loan Policy -- (10-17-92)

~~\$ 112,000.00~~ 115,500.00

Proposed Insured: National Home Funding, Inc., its successors and/or its assigns ✓

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from Citicorp Mortgage, Inc., dated and recorded in the Hudson County Clerk/Register's Office in Deed Book , Page . (about to be recorded).

4. The land referred to in this Commitment is in the County of Hudson County, Township of Jersey City, State of New Jersey and is described as follows:

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX # (908) 308-1881

APR-15-1997 13:18

938 308 1995

944

P.32

WS1 009917

APR-15-1997 13:25

92S4522742

P. 22

**COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company**

**TITLE INSURANCE COMMITMENT**

File No. CT-19531(A)

**DESCRIPTION**

ALL that certain tract, lot and parcel of land lying and being in the Township of Jersey City, County of Hudson County and state of New Jersey, being more particularly described as follows:

Also known as Tax Lot 1, in Block 1910 on the Tax Assessment Map of the City of Jersey City.

More commonly known as 226 Monticello Avenue, Jersey City, New Jersey 07302.

Beginning at a point on the southeasterly line of Monticello Avenue distant 76.5 feet northeasterly from the corner formed by the intersection of the of the southeasterly line of Monticello Avenue with the northeasterly line of Fairview Avenue and running; thence

1. Along the southeasterly line of Monticello Avenue, North 13 degrees 39 minutes East a distance 25.5 feet; thence
2. South 65 degrees 00 minutes East a distance of 100.07 feet; thence
3. South 25 degrees 00 minutes West a distance of 25.0 feet; thence
4. North 65 degrees 00 minutes West a distance of 105.05 feet to the southeasterly line of Monticello Avenue and the point and place of Beginning.

NOTE: Being Lot(s) 1, Block 1910, Tax Map of the City of Jersey City.

Issued By:  
**COASTAL TITLE AGENCY, INC.**  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

APR-15-1997 13:18

908 308 1995

94%

P. 23

WS1 009918

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION I

File No. CT-19531(A)

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
  - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- (i) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

APR-15-1997 13:25

9084522742

P.24

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement - Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

- (j) Receipt of proper corporate affidavit of title for Cristo Property Management Ltd.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

Schedule B-Section 1  
Form No. 1106-J

APR-15-1997 13:19

908 308 1995

94%

P.25

WS1 009920



APR-15-1997 13:25

5254522742

P.25

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-19531(A)

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments:
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned: \_\_\_\_\_  
Authorized Signatory  
COASTAL TITLE AGENCY, INC.

Schedule B-Section II  
Form No. 1106-6

NJB 1-02  
10-15-82

APR-15-1997 13:19

985 308 1995

94%

P.86

WS1 009921

**Commonwealth  
Land Title Insurance Company**  
8 Penn Center, Philadelphia, PA 19103

Audit # X01-020783

3/19/97

To: National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, NJ 07728

RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701

File No. CT-19531(a)  
Transaction: JANICE VILARDI

Premises: 226 Monticello Avenue  
Jersey City NJ

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability, and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection of payment of funds due you; or
2. Fraud of or misapplication by the issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one to four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

CI000005013

## CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an issuing Agent or Attorney, a title insurance binder or commitment of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed pursuant to this letter, it shall be subrogated to all rights which you have against any person or property had you not been reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you knowingly and voluntarily impaired the value of right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

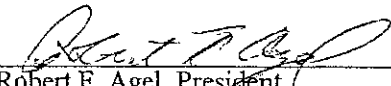
E. Claims shall be made promptly to the Company at its office at 6 Century Drive, Parsippany, New Jersey 07054. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

*Commonwealth Land Title Insurance Company*

BY:   
Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

CI000005014

## **EXHIBIT 65**

FROM :

PHONE NO. :

May 30 1997 23:25PM PS

**INFORMATION SHEET**

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the commitment, contact the Issuing Agent.

**TABLE OF CONTENTS**

AGREEMENT TO ISSUE POLICY	Page 2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I -- REQUIREMENTS	Insert
SCHEDULE B-II -- EXCEPTIONS	Insert
CONDITIONS	3



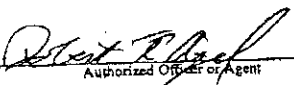
ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

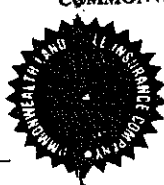
**Commonwealth**

COMMITMENT FOR TITLE INSURANCE

COMMONWEALTH LAND TITLE INSURANCE COMPANY


Countersigned

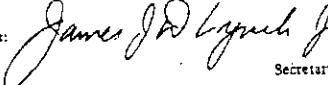
By:   
Authorized Officer or Agent



By:

Attest:

  
President

  
Secretary

WS1 001691

FROM :

PHONE NO. :

May 30 1997 23:25PM PG

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

1. Commitment Date: 5/1/97 File No. CT-20402(A)
2. Policy or Policies to be issued: Policy Amount
- (a) ☒ ALTA Residential Title Insurance Policy (6-1-87) \$161,000.00  
One to Four Family Residences  
☐ ALTA Owner - (10-17-92)  
Rev. (10-17-70 and 10-17-84)
- Proposed Insured: John Glenn Keleher
- (b) ☐ ALTA Loan Policy -- (10-17-92) \$120,750.00
- Proposed Insured: National Home Funding, Inc., its successors and/or assigns, as their interest may appear
3. FEE SIMPLE interest in the land described in this Commitment is owned, at the  
Commitment Date, by Cristo Property Management Ltd. by deed from \_\_\_\_\_ dated \_\_\_\_\_ and recorded \_\_\_\_\_ in  
the Hudson County Clerk/Register's Office in Deed Book \_\_\_\_\_, Page \_\_\_\_\_. (ABOUT TO BE RECORDED)
4. The land referred to in this Commitment is in Hudson County, City of Jersey City, State of New Jersey and is  
described as follows:

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 FAX #(908) 308-1881

WS1 001692

FROM :

PHONE NO. :

May 30 1997 23:25PM ET

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

File No. CT-20402(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Jersey City, Hudson County and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the westerly line of Arlington Avenue, distant 50.12 feet southerly from the intersection of ~~1) 104.135 degrees West and East of East Avenue with the westerly line of Arlington Avenue, thence~~

- 2) South 55 degrees West and parallel to Arlington Avenue, a distance of 25 feet to a point; thence
- 3) South 55 degrees East, a distance of 125 feet to a point in the westerly line of Arlington Avenue; thence
- 4) North 35 degrees East and along the westerly line of Arlington Avenue, a distance of 25 feet to a point, said point being the point and place of BEGINNING.

NOTE: Being Lot(s) 31, Block 2010, Tax Map of the City of Jersey City.

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 FAX #(908) 308-1881

WS1 001693

FFCM :

PHONE NO. :

Page 32 of 45 23:29 PM 11/10/11

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION I

File No. CT-20402(A)

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1. Deed made by Cristo Property Management, Ltd. to the proposed insured(s) named in Schedule A, 2(a).
  - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- (i) New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- (j) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

WS1 001694



FROM :

PHONE NO. :

Page 32 1997 23:12PM 99

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement:

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

(k) Receipt of proper corporate affidavit of title for Cristo Property Management.

(l) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

Schedule B-Section 1  
Form No. 1106-3

WS1 001695

FROM :

PHONE NO. :

May 32 1997 23:12 PM P12

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-20402(A)

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments:
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1997.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

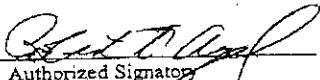
NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned:

  
Authorized Signatory  
COASTAL TITLE AGENCY, INC.

Schedule B-Section II

WS1 001696

NJRB 3-02

**Commonwealth  
Land Title Insurance Company**  
8 Penn Center, Philadelphia, PA 19103

Audit # X01-020941

5/29/97

To: National Home Funding, Inc., its successors and/or assigns, as their interest may appear

RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

File No. CT-20402(A)  
Transaction: John Glenn Keleher

Premises: 203 Arlington Avenue  
Jersey City NJ

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability, and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection of payment of funds due you; or
2. Fraud of or misapplication by the issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one to four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WK016813

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an issuing Agent or Attorney, a title insurance binder or commitment of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed pursuant to this letter, it shall be subrogated to all rights which you have against any person or property had you not been reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you knowingly and voluntarily impaired the value of right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

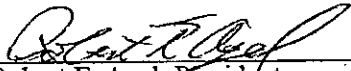
E. Claims shall be made promptly to the Company at its office at 6 Century Drive, Parsippany, New Jersey 07054. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

*Commonwealth Land Title Insurance Company*

BY:   
Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WK016814

## **EXHIBIT 66**

05.04.97

09:50

COASTAL TITLE AGENCY INC - 3351456

HD.078

007

**ALTA COMMITMENT - 1982***Issued by*
**Fidelity National Title**  
 INSURANCE COMPANY OF NEW YORK
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact

**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

2 Park Avenue  
 New York, New York 10016

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06.04.97

09:50

COASTAL TITLE AGENCY, INC. - 3351456

NO. 078 DOB

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A**

1. **Effective Date:** 4/13/97  
**File No.** CT-20274(a)
2. **Policy or Policies to be issued:**  
**Policy Amount**  

(a) ALTA Residential Policy - (Plain Language)	\$93,000.00
<b>Proposed Insured:</b> Victor Guzman	
(b) ALTA Loan Policy 10/17/92	\$69,750.00
<b>Proposed Insured:</b> National Home Funding, Inc., its successors and/or its assigns	
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd., by deed from \* dated \* and recorded \* in the Monmouth County Clerk/Register's Office in Deed Book \*, Page \* (About to be recorded).
4. The land referred to in this Commitment is described in Schedule A-4.

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (FAX #) (908) 308-1681

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE A. NJRB 3-82 (10-26-83)

WS1 010277

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COASTAL TITLE AGENCY INC - 3351456

NO. 078 009

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A-4**

File No. CT-20274(a)

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in Borough of Freehold, Monmouth County, State of New Jersey:

Being Lot number 14 on an amended map of Fordham Park made July 1913 by W.H. Mount, -

Beginning at a point in the southerly side of Ford Avenue distant 266.75 feet easterly from a monument at an angle in the southerly side of said Ford Avenue, which monument is at a corner of lands of the Central Railroad of New Jersey; thence running from said beginning point

1. Easterly along the southerly side of said Ford Avenue 50 feet; thence
2. Southerly at right angles to said Ford Avenue 130 feet to the line of lands of Jacob Zlotkin; thence
3. Westerly along line of said last mentioned land and parallel with said Ford Avenue 50 feet; thence
4. Northerly again at right angles to Ford Avenue 130 feet to the place of Beginning.

NOTE: Being Lot(s) 32, Block 77, Tax Map of the Borough of Freehold.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (FAX #(908) 308-1881)

FORM 24-64-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE C, NJRB 3-02 (10-26-02)

WS1 010278



06.04.97

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COASTAL TITLE AGENCY INC - 3351456

NO. 078 P10

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE B - SECTION I**

File No. CT-20274(a)

The following requirements must be met:

- A. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded and properly indexed in the land records.
- B. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. Deed made by Cristo Property Management, Ltd., to the proposed insured(s) named in Schedule A, 2(a).
- F. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- G. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- H. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- I. Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- J. County judgment search is clear.
- K. New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- L. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

CONTINUED

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NO. 078 011

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

M. Receipt of proper corporate affidavit of title for Cristo Property Management.

N. Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

05.04.97

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CORSTAL TITLE AGENCY INC - 3351456

NO. 078 012

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE B - SECTION II**

File No. CT-20274(a)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public records; and encroachments, overlaps or boundary line disputes; and other matters any of which would be disclosed by a survey of the land satisfactory to the Company.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
3. Taxes, assessments and governmental utility liens as follows:
4. Mortgages of Record (See Schedule B, Section 1)
5. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
6. Lien for unpaid taxes for the year 1997.
7. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

8. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first-lien on the property described therein.

05/23/97 09:50 COASTAL TITLE AGENCY INC → 3351456

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**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

Two Park Avenue / New York, New York 10016 / (212) 481-5858 / Fax: (212) 481-8747

ICS 5744-12690

5/23/97

To: National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, NJ 07728

**RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered**

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, NJ 07701 07701

File No. CT-20274(a)  
Transaction: Victor Guzman

Premises: 18 Ford Avenue  
Freehold NJ

Dear Customer:

When title insurance of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

**CONDITIONS AND EXCLUSIONS**

The Company will not be liable to you for loss arising out of:

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COASTAL TITLE AGENCY INC + 3351456

NO. 078

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Fidelity CSL -- Page 2

Guzman

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the company Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and material men's liens in connection with a construction loan transaction, except to the extent that protection against such lien is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company or such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this Letter.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
OF NEW YORK**

By: \_\_\_\_\_

Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

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